SOFTWARE USE LICENSE AGREEMENT

THIS SOFTWARE USE AGREEMENT ("Agreement"), between the Recipient and
Cytognomix, Inc, London, Ontario, Canada ("Cytognomix"), shall govern the
conditions of disclosure by Cytognomix to Recipient of certain software
("SOFTWARE") relating to: "Automated Dicentric Chromosome Identifier and
Radiation Dose Estimator (ADCI)" and "ADCI Online" products developed by
Cytognomix, Inc. SOFTWARE, as used herein, includes all such software
actually provided to Recipient, plus any software derived directly
therefrom.

Recipient shall make the Principal user(s) aware of their obligations
under this agreement and the user(s) shall comply with the conditions of
this Agreement.

1. LICENSE. Cytognomix grants to Recipient a non-exclusive, non-
transferable right to install the SOFTWARE on file servers and to Run, at
any one time, one Instance of the server software in one physical or
virtual operating system environment, or if this agreement is modified by
an accompanying letter or "click-through" agreement, to Run the number of
Instances described in said letter or "click-through" agreement. "Run" or
"Running" shall mean to load the SOFTWARE into computer memory and
execute one or more of its instructions. Each time this is done, an
Instance shall be deemed to have been created. Once Running, an Instance
shall be considered to be Running, whether or not its instructions
continue to execute, until it is removed from computer memory. A single
Instance may be run on any number of processors or connected processor
blades.

This license may be physically embodied by an externally supplied Dongle
electronic device, which is connected to the computer running this
SOFTWARE instance. The Dongle device consists of a USB-port compatible
memory device accessory, containing the Serial Number of this license.
The Serial Number of the SOFTWARE is determined by Cytognomix and
verified by the Dongle each time that the license is activated. The first
instance of activation of the SOFTWARE license by the Recipient
constitutes Recipient's execution of this agreement.

If the Recipient's purchase contract indicates in writing that the
SOFTWARE will be supplied with third party computer hardware required to
operate the software, then the hardware will be warranteed to the limits
of the hardware manufacturer's warrantee. Third party hardware is defined
to include any computer hardware that is used to host ADCI, including
cloud-based services that are used to operate ADCI through remote
connections to the end-user. Cytognomix does not warranty connectivity
between the user and cloud-based services which deliver access to ADCI
Online.

It is further agreed that the furnishing of SOFTWARE to Recipient shall
not constitute any grant or license to Recipient under any legal rights
now or hereinafter held by Cytognomix. This Agreement (and licenses
granted hereunder) will terminate at the expiry date of the license
encoded within the Dongle. The Recipient may extend the expiry date

encoded within the Dongle by entering a license key purchased from Cytognomix. Cytognomix may refuse to provide a license key if the Dongle has been expired for over one (1) year.

2. TERMINATION. The use of the SOFTWARE by Recipient is conditioned upon Recipient's compliance with the terms of this Agreement. When this Agreement terminates, Recipient is required to remove all copies of the SOFTWARE from Recipient's computers, along with any media backups, and discontinue all use. Recipient agrees that Recipient will only copy the SOFTWARE into any machine readable or printed form as is necessary to use it in accordance with this Agreement, and may make a single copy for backup purposes in support of Recipients use of the SOFTWARE. This Agreement is effective until terminated. Recipient may terminate it at any point by destroying the SOFTWARE together with all copies of the SOFTWARE. Also, Cytognomix has the option to terminate if Recipient fails to comply with any term or condition of this Agreement or upon 30 days written notice. Recipient agrees upon such termination to destroy the SOFTWARE together with all copies of the SOFTWARE. The provisions of Sections 2-4 and 6-11 of this Agreement shall survive any termination of this Agreement.

3. COPYRIGHT. The SOFTWARE is protected by Canadian copyright law and international treaty provisions. Recipient acknowledges that no title to the intellectual property in the SOFTWARE is transferred to Recipient. Recipient further acknowledges that title and full ownership rights to the SOFTWARE will remain the exclusive property of Cytognomix or its suppliers, and Recipient will not acquire any rights to the SOFTWARE except as expressly set forth in this Agreement.

4. LIMITATIONS. Recipient agrees that it will not attempt to reverse engineer, reverse compile, modify, translate, disassemble, or otherwise extract the source code of, the SOFTWARE in whole or in part. Recipient may not rent, lease, transfer, distribute, provide access or sublicense the SOFTWARE to third parties, nor use the software to perform any paid services on behalf of third parties of any kind. Recipient agrees to limit use of SOFTWARE for the purposes of its own internal use, and is restricted from use of SOFTWARE for any for-profit, paid, or commercial purpose. Recipient may not modify the SOFTWARE or create derivative works based upon the SOFTWARE. Recipient may not export the SOFTWARE into any country prohibited by the Canadian Export and Import Controls Permits Act and the regulations thereunder. Cytognomix will not resolve conflicting compatibility between the SOFTWARE and software installed by the Recipient on the computer hosting the SOFTWARE after it has been delivered. A list of commonly used software compatible with Cytognomix's SOFTWARE is available from Cytognomix. To the extent possible, Cytognomix warrants that the software shipped to the Recipient is free of publicly known software viruses. The Recipient must ensure files transferred to the computer hosting the SOFTWARE have been scanned before transfer by virus detection software. Cytognomix will not provide technical support to resolve a software virus present on the computer hosting the SOFTWARE.

5. UPGRADES. If this copy of the SOFTWARE is an upgrade from an earlier version of the software, it is provided to Recipient on an exchange basis. Recipient agrees by its installation and use of this copy of the

SOFTWARE to voluntarily terminate use of Recipient's earlier version of
the SOFTWARE, and further more agrees not to transfer the earlier version
to other computers or other users.

6. DISCLAIMER OF WARRANTY: EXCEPT AS SET FORTH HEREIN, SOFTWARE IS
PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT
PERMITTED BY APPLICABLE LAW, CYTOGNOMIX FURTHER DISCLAIMS ALL EXPRESSED
AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS
AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED
WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO LICENSEE AND LICENSEE MAY
HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION.

7. GOVERNING LAW. This Agreement will be governed by the internal laws of
the Province of Ontario, Canada, without regard to conflict of laws.

8. ENTIRE AGREEMENT. This Agreement is the entire agreement between
Recipient and Cytognomix with respect to the subject matter hereof, which
supersedes any prior agreement or understanding, whether written, or
oral, relating to the subject matter of this Agreement. This Agreement
may not be modified or assigned without the express written Agreement of
the parties hereto.

9. NO LIABILITY FOR CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL CYTOGNOMIX
BE LIABLE TO RECIPIENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR
INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE OR
USE OF THE SOFTWARE OR OTHERWISE IN RELATION TO THIS AGREEMENT, EVEN IF
CYTOGNOMIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO
EVENT WILL CYTOGNOMIX'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT,
TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY RECIPIENT,
IF ANY. THIS SOFTWARE IS NOT WARRANTEED FOR THE PROVISION OF MEDICAL
SERVICES OR DIAGNOSES, INCLUDING BUT NOT LIMITED TO DIAGNOSTICS AND
PROVISION OF MEDICAL CARE OR MEDICAL TREATMENT DECISIONS. CYTOGNOMIX
SHALL NOT BE HELD LIABLE FOR DAMAGES OF ANY KIND ARISING FROM SUCH USE.
RECIPIENT MUST UNINSTALL THE SOFTWARE AND RETURN ANY MEDIA, AND OTHER
ASSOCIATED MATERIALS INCLUDING COMPUTER HARDWARE, TO CYTOGNOMIX WITH
PROOF OF PURCHASE TO OBTAIN A REFUND. THESE ARE THE ONLY REMEDIES FOR
BREACH OF THE LIMITED WARRANTY.

10. BASIS OF BARGAIN. The limited warranty, exclusive remedies, and
limited liability set forth above are fundamental elements of the basis
of the agreement between Cytognomix and Recipient. Cytognomix would not
be able to provide the SOFTWARE on an economic basis without such
limitations.

11. The failure of any party to enforce or exercise at any time any
provision of or right or remedy under this Agreement shall not be
construed to be a waiver of such provision or right or remedy or any
other provision. If for any reason a provision of this Agreement, or
portion thereof, is determined to be unenforceable under applicable law,
that provision, or portion thereof, shall nonetheless be enforced to the
maximum extent permissible by applicable law, and the remainder of this
Agreement shall continue in full force and effect. By using the SOFTWARE,

Recipient agrees that Cytognomix may use your name and logo solely to identify Recipient as a customer or user of the SOFTWARE and in Cytognomix marketing, corporate and promotional materials. Cytognomix acknowledges and agrees that Recipient's name and logo shall not be used in any manner as an endorsement or testimonial without prior permission by Recipient. Each individual executing this Agreement on behalf of a legal entity does hereby represent and warrant to each other person so signing that he or she has been duly authorized to execute this Agreement on behalf of such entity.